

Remarks

Claims 1-11 currently stand rejected. Claim 1 is amended herein. Claim 3 is canceled; thus, claims 1, 2 and 4-11 remain pending. The Assignee respectfully traverses the rejections and requests allowance of claims 1, 2 and 4-11.

Claim Amendments

Claim 1 is amended to clarify that the wireless transceiver device referred to “is configured to receive at least one of a plurality of different communication services,” and also to “provide the at least one of the plurality of different communication services to the customer of the retail business....” The specification provides support for this amendment at page 4, lines 7-9. (“The wireless transceiver devices are configured to receive at least one of the plurality of different communication services from the retail business via the wireless network, and provide that communication service to the customer.”)

Claim 1 is further amended to include “in response to providing the wireless transceiver device to the customer of the retail business, receiving in the at least one location of the retail business a request from the wireless transceiver device for the at least one of the plurality of different communication services; and at the at least one location of the retail business, processing the request for the at least one of the plurality of different communication services....” In addition, claim 1 is amended to indicate that providing the at least one of the plurality of different communication services from the at least one location of the retail business to the wireless network occurs “in response to processing the request.” As many of these limitations are incorporated from dependent claim 3, claim 3 is canceled accordingly.

Claim Rejection Under 35 U.S.C. § 112

Claim 1 stands “rejected under 35 U.S.C. § 112, second paragraph, as failing to set forth the subject matter which the applicant(s) regard as their invention.” (Page 2 of the Office action.) More specifically, the Office action alleges that “[i]n claim 1, lines 4-5, the phrase “the wireless transceiver device is configured to (1) receive and (2) provide at least one of a plurality of different communication services to the customer of the retail business” is vague because it’s not clear how the transceiver device is capable of performing both of the functions above, especially

the 2nd function.” (Page 2 of the Office action, emphasis in original.) The Assignee respectfully traverses the rejection.

In response, claim 1 is amended herein to clarify that the wireless transceiver device referred to is configured to (1) receive at least one of a plurality of different communication services, and (2) provide the at least one of the plurality of different communication services to the customer of the retail business. The claim further indicates that the at least one of the plurality of different communication services is provided “from the at least one location of the retail business to the wireless transceiver device *over a wireless network.*” (Emphasis supplied.)

According to the language of claim 1, the wireless transceiver device is configured to provide the same communication service it receives over the wireless network to the customer. The specification outlines several different embodiments for the wireless transceiver at page 7, lines 12-21. Examples discussed therein include “a high resolution portable video display system used to provide a video on demand service” and “a high speed transceiver system used to provide communication services such as video conferencing, internet connectivity, and telephony services.” (Page 7, lines 15-18.) Many other non-limiting examples are presented as well.

In light of the foregoing, the Assignee asserts that amended claim 1 particularly points out and distinctly claims the subject matter of the invention, and is thus definite. As a result, the Assignee respectfully requests withdrawal of the rejection under 35 U.S.C. § 112, second paragraph.

Claim Rejections Under 35 U.S.C. § 102 and § 103

Claims 1 and 8-11 stand rejected under 35 U.S.C. § 102(b) as being anticipated by both “Big Apple Meetings” by Schwartz, *Travel Agent*, v.297, n.2, p.92 (October 11, 1999) (hereinafter “Schwartz”) and “Wooing today’s business traveler” by Antoniak, U.S. News and World Report, v.113, n.17, p.75 (November 2, 1992) (hereinafter “Antoniak”). (Pages 3 and 6 of the Office action.) In addition, claims 1 and 3-11 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Schwartz in view of U.S. Patent No. 6,732,176 to Stewart et al. (hereinafter “Stewart”) (pages 3 and 5 of the Office action), and as being unpatentable over Antoniak in view of Stewart (pages 6 and 7 of the Office action). The Assignee respectfully traverses the rejections in light of the following discussion.

For convenience, amended claim 1 is reproduced below, with notations supplied:

1. A method for providing communication services, the method comprising:
 - (a) at a retail business, providing a wireless transceiver device to a customer of the retail business, wherein the wireless transceiver device is configured to receive at least one of a plurality of different communication services and provide the at least one of the plurality of different communication services to the customer of the retail business;
 - (b) receiving in at least one location of the retail business, the plurality of different communication services from a network system;
 - (c) in response to providing the wireless transceiver device to the customer of the retail business, receiving in the at least one location of the retail business a request from the wireless transceiver device for the at least one of the plurality of different communication services; and
 - (d) at the at least one location of the retail business, processing the request for the at least one of the plurality of different communication services; and
 - (e) in response to processing the request, providing the at least one of the plurality of different communication services from the at least one location of the retail business to the wireless transceiver device over a wireless network.

Each of the three references mentioned above (Schwartz, Antoniak and Stewart) are discussed in turn below.

Schwartz

Generally, Schwartz discusses “[a] new trend” of “urban conference centers, and floors dedicated solely to meetings and conferences at Manhattan hotels.” (Page 1, first paragraph.) Apparently, one business center offers “communications equipment; ...; computer work stations with a fax, multiline speaker phones and data ports; ... and *rentals of cell phones*, pagers, laptops, printers and copiers.” (Page 2, fifth paragraph.)

The Office action indicates that “[a]s for the limitation of a network system to carry out step (b) and a wireless network to carry out step (c), [now operation (e),] these are inherently included in the system of Schwartz in order to carry out these functions.” (Page 4 of the Office action.) The Assignee respectfully disagrees. Operation (e) of claim 1, as indicated above, includes the operation of “providing the at least one of the plurality of different communication services *from the at least one location of the retail business to the wireless transceiver device over a wireless network.*” (Emphasis supplied.) Schwartz does not teach or suggest a hotel, business center, or any type of retail business providing a communication service over a wireless network to a wireless transceiver device. For example, when a hotel rents a cell phone or pager

to a customer, service typically is provided directly to a phone or pager by nearby cell towers operated by a cellular communications company, and thus not provided in any way by the hotel. Thus, the Assignee contends that such a function is not inherently included in any system of Schwartz.

In addition, Schwartz does not teach or suggest new operations (c) and (d) of claim 1, which provide for receiving a request from the wireless transceiver device at a retail location for at least one of the different communication services, and processing the request at the retail location, as no mention is made of receiving a request from a phone or pager at the hotel or business center, or processing such a request.

Therefore, in view of the foregoing, the Assignee asserts claim 1 is allowable in view of Schwartz under 35 U.S.C. § 102, and such indication is respectfully requested.

Antoniak

Antoniak provides a similar disclosure to that of Schwartz. For example, Antoniak describes a car rental company which provides rentals of cellular phones, portable fax machines, and personal computers. (Page 1, fifth paragraph.)

As with Schwarz, the Office action indicates that operations (b) and (e) “are inherently included in the system of Antoniak in order to carry out these functions.” (Page 7 of the Office action.) Again, the Assignee respectfully disagrees, as Antoniak does not teach or suggest providing the at least one of the plurality of different communication services *from the at least one location of the retail business* to the wireless transceiver device *over a wireless network*. For example, Antoniak does not indicate that a hotel, a rental car company, or the like provides the service from one their locations to a phone or pager over a wireless network. Instead, such a service is presumably provided by a cellular phone company via one or more cell towers. Thus, the Assignee contends this particular operation is not inherently included in Antoniak.

The Office action also indicates that providing phones, pagers, laptops and other devices constitutes receiving a plurality of different communication services at a retail business location. (Page 4 of the Office action.) The Assignee respectfully disagrees, as these are *devices*, not the actual communications services, such as, for example, broadband voice, video, and data communications. (See page 8, lines 22 and 23, of the present application.)

Also, as with Schwartz, Antoniak does not teach or suggest operations (c) and (d),

regarding receipt and processing of a request from the wireless transceiver device for one of the different communication services at a retail location, as Antoniak does not appear to supply such services.

Therefore, in view of the above, the Assignee asserts claim 1 is allowable in view of Antoniak under 35 U.S.C. § 102, and such indication is respectfully requested.

Stewart

Generally, Stewart describes “a system and method for providing access and/or roaming features on a distributed network system.” (Column 2, lines 6-8; see also Fig. 1.) In part, the system includes a network coupled to a number of wireless access points, which may be located in offices, restaurants, stores, and the like. (Column 2, lines 8-15.) The network also is coupled with another network, such as the Internet, by way of multiple network providers. (Column 2, lines 15-19.) The network is designed such that a user may employ a portable computing device (PCD) to access the network by way of one of the wireless access points. (Column 2, lines 20-26.) Each PCD includes information stored therein *identifying a particular network provider* to which the user has subscribed. (Column 2, lines 30-39.) When within range of a wireless access point, the PCD may transmit the identifying information to the access point. (Column 2, lines 39-41.) Based on this information, the access point or the network itself processes the information to *determine the network provider* to which the user has subscribed. (Column 2, line 60, to column 3, line 6.) Thereafter, the access point or network provides access for the PCD to the Internet or other network through the identified network provider. (Column 3, lines 41-44.)

The Assignee respectfully traverses the rejection in light of the current amendments to claim 1, which now provides for “in response to providing the wireless transceiver device to the customer of the retail business, receiving in the at least one location of the retail business a request from the wireless transceiver device for the at least one of the plurality of different communication services; and at the at least one location of the retail business, processing the request for the at least one of the plurality of different communication services...”

Stewart does not teach or suggest these particular operations. For example, as discussed above, Stewart discloses a PCD having information identifying a particular *network provider* with which the associated user is subscribed. Based on this information, the appropriate network provider is determined, and the access point provides access for the PCD to the Internet or

another network through the identified provider, through which *any* communication service may presumably be accessed. Thus, Stewart does not teach or suggest requesting from the access a particular *communication service*, such as video-on-demand, and then processing that request to deliver that service, as provided for in amended claim 1.

With reference to now-canceled claim 3, the Office action indicates that “these are well known steps for initiating a service from a transceiver device and would have been obvious to a skilled artisan to do so when request a service is initiated from a user.” (Pages 5, 7 and 8 of the Office action.) The Assignee respectfully disagrees, as requesting such a communication service from a location of a retail business, and processing the request at that location, are not well-known functions. Furthermore, to assert that particular claim limitations are “well-known,” “[t]he examiner must provide specific factual findings predicated on sound technical and scientific reasoning to support his or her conclusion of common knowledge.” (MPEP § 2144.03(B).)

Thus, in light of the foregoing, the Assignee contends that claim 1 is allowable in view of any combination of Schwartz, Antoniak and Stewart, and such indication is respectfully requested.

Further, claims 2 and 4-11 depend from independent claim 1, thus incorporating the provisions of that independent claim. Thus, the Assignee asserts that claims 2 and 4-11 are allowable for at least the reasons provided above in support of claim 1, and such indication is respectfully requested.

Claim 3 is canceled herein. Thus, the rejections as they pertain to that claim are rendered moot.

Therefore, in view of the above discussion, the Assignee respectfully requests withdrawal of the 35 U.S.C. §§ 102 and 103 rejections of claims 1, 2 and 4-11.

Conclusion

Based on the above remarks, the Assignee submits that claims 1, 2 and 4-11 are allowable. Additional reasons in support of patentability have been omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 1, 2 and 4-11.

The Assignee believes no additional fees are due with respect to this filing. However,

should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

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